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Doc# 1702018084 Fee \$118.00

CAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/20/2017 03:23 PM PG: 1 OF 41

This instrument prepared by
and after recording should be
returned to:

Stewart J. Weiss
Holland & Knight LLP
131 S. Dearborn
30th Floor
Chicago, Illinois 60603

RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT

THIS RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT ("*Agreement*"), made and entered into as of September ^{November??} 2016 (the "*Effective Date*") by and between by and between the CITY OF DES PLAINES, an Illinois home-rule municipal corporation ("*City*"), the ROSEMONT PARK DISTRICT, an Illinois park district organized and existing under the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.* ("*District*"), and OUTFRONT MEDIA, LLC, a Delaware limited liability company ("*Billboard Tenant*"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, District, and Billboard Tenant (each a "*Party*" and collectively, the "*Parties*") agree as follows:

Section 1. Recitals.

A. Pursuant to that certain Real Estate Purchase and Sale Agreement dated as of December 8, 2015, between the City and the District, the City acquired from the District that parcel of real property located at the north east corner of Higgins Road and Orchard Place ("*City Parcel*") which is legally described and depicted in *Exhibit A* attached hereto; and

B. The District retained ownership of a parcel of real property consisting of 3,723 square feet bordered on all sides by the City Parcel ("*District Parcel*"), which is legally described and depicted in *Exhibit B* attached hereto; and

C. The District and Billboard Tenant are parties to an unrecorded lease ("*Billboard Lease*") whereby Billboard Tenant rents from District, and has certain leasehold rights to a portion of the District Parcel; and

D. The District Parcel is improved with a double-faced commercial billboard, owned by Billboard Tenant, visible from eastbound and westbound traffic on the 1-90/Jane Adams Tollway ("*Billboard*"); and

E. The City and the District entered into that certain "Billboards Easements and Covenant Agreement" dated as of March 16, 2016 and recorded in the Office of the Cook County Recorder on March 17, 2016, as Document No. 1607719069 ("*Original Easement*") which

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granted the District and Billboard Tenant access and utility easements over a portion of the City Parcel and imposed a visibility covenant on a portion of the City Parcel for the District to maintain the Billboard on the District Parcel; and

F. The City intends to consolidate the City Parcel with other properties (collectively, the “*Development Parcel*”), which are legally described in and depicted on *Exhibit C* attached hereto, and convey the Development Parcel to a third party for the purpose of redevelopment as a commercial planned development (“*Project*”); and

G. The Project will require the installation and operation of certain site improvements on and under the District Parcel for the benefit of the Development Parcel and the District Parcel; and

H. The City, the District, and Billboard Tenant desire to enter into this Agreement to provide for the installation and operation of these improvements and to (i) allow the District to maintain the Billboard on the District Parcel, (ii) allow City, its successors and assigns, to use the District Parcel pursuant to the easements and rights granted herein, and (iii) allow the District and Billboard Tenant, their successors and assigns, to use the Development Parcel pursuant to the easements and rights granted herein; and

I. The Parties agree that the execution of this Agreement shall effectively repeal and replace the Original Easement, which shall be of no further force or effect.

Section 2. Original Easement. The City and District hereby rescind, repeal, and vacate the Original Easement.

Section 3. Development Parcel Easements and Covenant.

A. **District Access Easements.** The City hereby grants and conveys to the District, Billboard Tenant and their respective successors, assigns, tenants, contractors, agents, employees, guests, invitees and customers, in perpetuity, non-exclusive easements of ingress and egress over those portions of the Development Parcel depicted in *Exhibit D* attached hereto for the sole purpose of allowing the District and the Billboard Tenant and vehicles operated by the District or the Billboard Tenant to gain ingress and egress from the District Parcel to the Mannheim Road and/or Orchard Place public rights-of-way for the use of the District Parcel, including without limitation, the construction, erecting, installation, repairs, replacement, operation, modification, upgrade, utilization, and maintenance of the Billboard on the District Parcel and all other structures, equipment, fixtures and property necessary or convenient to the construction, operation, and maintenance of the Billboard, including, without limitation, the utility facilities servicing the Billboard by the Billboard Tenant and its successors and assigns (“*Static District Access Easements*”). The grant herein shall include such temporary roadways, haul roads, and access ways as are needed, from time to time, to enable the City to repair, replace, restore and relocate the Static District Access Easements in such a manner as not to disturb the rights of the District and Billboard Tenant and its successors and assigns set forth above, each such temporary roadways, haul roads and access ways being a “*Temporary District Access Easements*”). Notwithstanding anything to the contrary in this Agreement, the City, its successors or assigns, reserves the right to relocate the Static District Access Easements, from time to time, in the event

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that the City, its successors or assigns, determines in its reasonable discretion, that such relocation is necessary or desirable in connection with the development of the Development Parcel; provided, however, that the relocated Static District Access Easements must (i) provide the District and Billboard Tenant with uninterrupted access to the District Parcel and the Billboard in such a manner as not to disturb the rights of the District and Billboard Tenant and its successors and assigns set forth above; (ii) be no less than 22 feet wide; and (iii) be suitable for construction traffic and the transport of heavy equipment having a minimum pavement structural number of 3.0. The City, at its sole cost, will have the sole responsibility for (a) constructing, installing, maintaining and repairing the Static District Access Easements or Temporary District Access Easements, and (b) the cost and expense to relocate or reconstruct the Temporary District Access Easements and the Static District Access Easements. The parties hereto acknowledge and agree that during such time, and from time to time, there exists Temporary District Access Easements, Billboard Tenant and its employees, agents and contractors may be required to telephonically or electronically communicate with the City to ensure safe access to the District Parcel. The City agrees that it will provide such access to the District Parcel to the Billboard Tenant and its agent, contractors and employees subject only to then-current safety rules and procedures required by law then in effect.

B. District Utility Easement. The City hereby grants and conveys to the District, Billboard Tenant and their respective successors, assigns, tenants, contractors, agents, employees, guests, invitees and customers, in perpetuity, a non-exclusive easement over, under, and/or above a portion of the Development Parcel depicted in **Exhibit E** attached hereto for the installation, operation, and maintenance of an electrical utility facility, line, or connection, upon the Development Parcel that may be reasonably necessary or appropriate in order to afford adequate illumination of the Billboard ("**District Utility Easement**"). Notwithstanding anything to the contrary in this Agreement, the City, or its successors and assigns, reserves the right to relocate the District Utility Easement, from time to time, in the event that the City, or its successors and assigns, determines, in their reasonable discretion, that such relocation is necessary or desirable in connection with the development of the Development Parcel; provided, however, that the relocated District Utility Easement must provide the District Parcel with sufficient access to provide utility service to the Billboard and further provided the relocation of the District Utility Easement will be conducted in such a manner as to prevent the interruption of utility service to the Billboard. The City, at its sole cost, shall have the responsibility for (i) constructing, installing, maintaining and repairing the District Utility Easement, and (ii) the cost and expense to relocate or reconstruct the District Utility Easement.

C. Visibility Corridor Restrictive Covenant. The City covenants not to allow the construction, placement, or erection of any structures, the storage of any objects, or the planting or growth of any landscaping upon, above, and/or across that portion of the Development Parcel described in and depicted on **Exhibit F** attached hereto. The City hereby declares that the Development Parcel shall be held, transferred, sold, conveyed, used, and occupied subject to the Visibility Covenant which is for the purpose of protecting the value of the District Parcel for the continued use, maintenance, removal, repair, reconstruction, servicing, modification, upgrade and operation of the Billboard.

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Section 4. District Parcel Easements.

A. City Public Ingress, Egress, Circulation, and Parking Easement. The District hereby grants and conveys to the City, its successors, assigns, tenants, contractors, agents, and employees, in perpetuity, a non-exclusive access, ingress, egress, circulation, and parking easement in, on, over and across the District Parcel, for the purpose of ingress, egress, pedestrian and vehicular circulation and parking (the “City Public Ingress, Egress and Parking Easement”), provided the City Public Ingress, Egress and Parking Easement does not interfere in any way with the continued use, maintenance, removal, repair, reconstruction, servicing, modification, upgrade and operation of the Billboard in perpetuity.

B. City Utility Easement. The District hereby grants and conveys to the City, its successors, assigns, tenants, contractors, agents, and employees, in perpetuity, a non-exclusive easement in, on, over and across the District Parcel, for the purpose of constructing, installing, inspecting, maintaining, operating, repairing, reconstructing, and removing utilities, including, but not limited to, underground water mains, storm sewers, sanitary sewers, electrical, gas, telephone, cable, telecommunications, other utility transmission and distribution systems (the “City Utility Easement”), provided the City Utility Easement does not interfere in any way with the continued use, maintenance, removal, repair, reconstruction, servicing, modification, upgrade and operation of the Billboard in perpetuity. The City Utility Easement shall include those improvements described in *Exhibit G*, attached hereto (“*Improvements*”) together with items of construction associated with the construction and installation of the Improvements, subject to the terms and conditions herein set forth, in, upon, over, under, through, along, and across the District Parcel, together with all reasonable rights of ingress and egress over, along, upon, and across the District Parcel necessary for the exercise of the rights herein granted.

C. City Temporary Construction Easement. The District hereby grants and conveys to the City, its successors and assigns, a temporary, non-exclusive construction easement for the surveying, grading, construction, and installation of the City Public Ingress, Egress and Parking Easement and the City Utility Easement, including the Improvements, subject to the terms and conditions herein set forth, in, upon, over, under, through, along, and across the District Parcel, together with all reasonable rights of ingress and egress over, along, upon, and across the District Parcel necessary for the exercise of the rights herein granted (“*City Temporary Construction Easement*”) provided the City Temporary Construction Easement does not interfere in any way with the continued use, maintenance, removal, repair, reconstruction, servicing, modification, upgrade and operation of the Billboard in perpetuity.

D. City Maintenance Easement. The District hereby grants and conveys to the City, its successors, assigns, tenants, contractors, agents, and employees, in perpetuity, a non-exclusive easement in, on, over and across the District Parcel, for the purpose of maintaining, operating, repairing and reconstructing the City Public Ingress, Egress and Parking Easement and the City Utility Easement including the Improvements (“*City Maintenance Easement*”) provided the City Maintenance Easement does not interfere in any way with the continued use, maintenance, removal, repair, reconstruction, servicing, modification, upgrade and operation of the Billboard in perpetuity. The City, at its sole cost, will have the sole responsibility for maintaining the City Public Ingress, Egress and Parking Easement and the City Utility Easement including the

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Improvements. The ongoing repair, maintenance, and reconstruction of the Billboard shall be the responsibility of the District and/or the Billboard Tenant and its successors and assigns, as provided for in the Billboard Lease or any future tenant of the District Parcel for the uses and purposes herein set forth.

E. Construction.

1. All Improvements listed on *Exhibit G* shall be constructed where indicated as illustrated and shown in *Exhibit H* or as the same may be revised by the City, its successors and assigns, either (i) to the extent required by any public utility providing service to the City or any governmental body or agency having jurisdiction over any work to be performed by the City on the District Parcel or the Development Parcel; or (ii) provided such revisions affect the District Parcel, as approved by the District and Billboard Tenant or its successors or assigns, if any, which approval shall not be unreasonably withheld, delayed or conditioned.
2. The City agrees that (i) when conducting all construction, repairs, replacements, and maintenance to the Improvements by the City, all commercially reasonable actions will be taken to minimize the duration of such work; and (ii) the maintenance of the portions of the District Parcel used by the City for the Improvements will be kept in a clean, well-kept, and non-hazardous condition.
3. The Parties acknowledge and agree that the installation and construction of the Improvements may require temporary power outages to the Billboard for the purpose of adjusting the meters/boxes and services connections serving the Billboard. The Parties agree to cooperate and coordinate work schedules to ensure that the disruption caused by this work is minimized in time and severity. The City agrees that it shall be responsible for the cost and expense to provide any temporary power to the Billboard in the event of a temporary or extended power outage to the Billboard. The City shall indemnify the District against any claim by Billboard Tenant for actual (i) damages, (ii) losses or (iii) rent reduction or abatement permitted under the Billboard Lease which arise out of, or in connection with, the City's installation, construction and maintenance of the Improvements or the use of the District Parcel by the City.
4. The District and Billboard Tenant agree to provide consents to, and cooperate and coordinate with the City on all applications to other governmental entities and other permitting agencies or bodies and utility companies necessary to obtain permits or permissions to construct and install the Improvements. The District and Billboard Tenant shall not be responsible for any costs associated with obtaining such permits or permissions and shall not be responsible for payment of any penalty, fee, or

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fine associated with renewals, extensions, or violations of such permits or permissions.

Section 5. Indemnification. Hold Harmless. Except as provided in Section 10.B., each Party agrees to indemnify and to save and hold the other Party or Parties, and its employees, representatives, and agents harmless from all claims, causes of action, suits, damages, liabilities, demands, liens, judgments, awards, or liabilities of any nature or kind that relate to or arise directly or indirectly from the Party's use of the other Party's property pursuant to the easements granted herein.

Section 6. Insurance.

A. In General. Each Party agrees that prior to first entering onto the other Party's property to exercise its rights hereunder to install, maintain construct, repair, restore or renovate, the Party entering onto the property of the other Party (or Parties, as the case may be), ("**Entering Party**") shall procure and maintain, and shall cause each contractor and subcontractor performing any work on behalf of the Entering Party or their tenant to procure and maintain, the following insurance coverage from a company licensed to issue such policies in the State of Illinois:

- (i) Workers' Compensation Insurance Policy: Coverage A - providing payment promptly when due of all compensation and other benefits required of the insured by the workers' compensation law; Coverage B - Employers' Liability: providing payment on behalf of the insured with limits not less than \$1,000,000 each accident/occurrence for all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom. Coverage A and Coverage B will cover all contractors, subcontractors, and their subcontractors;
- (ii) Comprehensive General Liability Policy or Policies covering all contractors, subcontractors, and all their subcontractors with limits not less than the combined single limit of \$5,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence. The Party (or Parties as the case may be) whose property is being entered ("**Host Party**") shall be added as an Additional Insured. Bodily injury means bodily injury, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period; and

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- (iii) Automobile Liability in the amount of not less than \$2,000,000 per occurrence combined single limit covering all owned, leased, rented, and non-owned vehicles.

The Entering Party shall furnish to the Host Party, prior to first entering onto the Host Party's property, a certified copy of each policy of insurance or a Certificate of Insurance evidencing the coverage specified in subsections (i), (ii), and (iii) of this Section. Insurance coverage as required herein in subsections (i), (ii), and (iii) shall be kept in force until this Agreement is terminated. The Parties hereby reserve the right to amend, correct and change, from time to time, the limits, coverage, and form of policy as may be required from Entering Party by written amendment to this Agreement.

B. Certificate of Insurance. All insurance policies required by this Section 6 shall be issued by good and reputable companies having a Best's Rating of A and Class X or better and shall provide thirty (30) days prior written notice of any substantial change in the coverage, cancellation, or non-renewal. Any policies of insurance maintained by an Entering Party, its tenants, its contractors, or subcontractors, shall be primary without right of contribution or offset from any policy of insurance or program of self-insurance maintained by the Host Party. The Entering Party agrees and shall require each of its contractors and subcontractors to agree that they shall each arrange for the issuers of all policies of insurance required hereunder to waive their rights of subrogation against the Host Party, its directors, officers, employees, attorneys, and agents.

Section 7. **Default.** The occurrence of any of the following shall constitute an event of default ("***Event of Default***") under this Agreement:

A. A Party or its tenant's failure to perform or observe any other covenant, term, or condition to be performed or observed by the Party or its tenant ("***Non-Performing Party***") hereunder, and the continuation of such default for a period of thirty (30) days after notice thereof from the other Party ("***Party Not-in-Default***"); provided, however, that, if such default cannot be cured within thirty (30) days and the Non-Performing Party has undertaken diligent efforts within such thirty (30) day period to effect a cure, then the cure period shall be extended for such additional time, not to exceed an additional sixty (60) days (excluding cases of Force Majeure, as hereinafter defined, in which the cure period shall be extended until such time as the Force Majeure condition abates), as may be required by the Non-Performing Party through the exercise of continuous, diligent efforts to complete all required corrective action; or

B. Any representation or warranty of a Party hereunder proves to be false or misleading in any material respect when made; or

C. The Party's failure to maintain or cause its tenants, contractors, or subcontractors to maintain the insurance coverages required under Section 6 hereof or a Party's failure to furnish to Host Party, prior to said first entry, evidence of such insurance as required by said Section 6.

Section 8. **Remedies.** Upon the occurrence of an Event of Default, the Party Not-in-Default may exercise any one or more of the following remedies:

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A. take any and all corrective actions the Party Not-in-Default deems necessary or appropriate to cure such default and charge the cost thereof to the Non-Performing Party, such payment to be made by the Non-Performing Party upon the Party Not-in-Default's presentment of demand therefor;

B. recording a lien only against the property of the Non-Performing Party being encumbered by this Agreement for any costs that the Party Not-in-Default has actually incurred to cure Non-Performing Party's default after the Non-Performing Party to the extent same have not been paid within 30 days after demand therefor;

C. any other remedy available at law or in equity to the Party Not-in-Default, including without limitation specific performance of the Non-Performing Party's obligations hereunder.

The Non-Performing Party shall be liable for and shall reimburse the Party Not-in-Default upon demand for all reasonable attorney's fees and costs incurred by the Party Not-in-Default in enforcing the Non-Performing Party's obligations under this Agreement, whether or not the Party Not-in-Default files legal proceedings in connection therewith. No delay or omission of the Party Not-in-Default to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken, or held to be a waiver of any other breach, or as a waiver, acquiescence in, or consent to any further or succeeding breach of the same covenant.

Section 9. Environmental Protection.

A. In General. The Parties shall conduct the operations permitted by this Agreement, and cause all work to be performed in strict compliance with all applicable Environmental Laws (defined below). The Parties shall not cause or permit any underground storage tanks to exist or any Hazardous Materials (defined below) to be introduced or handled on the Development Parcel or the District Parcel in connection with the easements granted herein. Each Party shall defend, indemnify, and hold harmless the other Party, and its respective employees, officers, directors, agents, subsidiaries, affiliates, legal representatives, successors, and assigns, from and against from and against any claims, actions, proceedings, judgments, damages (including consequential damages), liens, fines, costs, liabilities, injuries, losses, costs, and expenses, including but not limited to attorneys' and consultants' fees and costs, whether asserted under Environmental Laws or at common law, arising out of or related to (i) any breach by any Party of the environmental covenants set forth above or (ii) any violation of any Environmental Laws or the presence, release or threatened release of any Hazardous Materials at, on, or beneath any portion of the District Parcel or the Development Parcel as a result of or in connection with any act or omission of a Party, its agents, employees, contractors, or any entity in privity with or providing a benefit to a Party. As used in this section, the term "Environmental Laws" shall mean all federal, state and local statutes, regulations, or ordinances relating to the protection of health, safety, or the environment including, without limitation, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, all statutes, rules, and

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regulations applicable to wetlands of any federal, state, county, or local regulatory agency, and all similar state and local laws now or hereinafter enacted or amended. "*Hazardous Materials*" shall mean any waste, pollutant, toxic substance, or hazardous substance, contaminant, or material regulated by any Environmental Law including, without limitation, petroleum or petroleum-based substances or wastes, asbestos, and polychlorinated biphenyls. The foregoing covenants and indemnification obligations shall survive any termination of this Agreement.

B. Notice of Violation of Environmental Laws. If, during the term of this Agreement, any Party becomes aware of any violation of Environmental Laws or of the presence of any Hazardous Materials or threatened presence of Hazardous Materials in, on, over, or under the soil, groundwater, on either the Development Parcel or the District Parcel resulting from or connected with the Party's use of the easements and covenants granted herein, the Party shall promptly notify the other Party in writing of such conditions and shall immediately secure the affected area in a manner required to protect public health and safety.

C. Management of Excavated Soils. Each Party shall manage any excavated soils in which Hazardous Materials are encountered in accordance with all applicable Environmental Laws, and, if permitted by such laws, shall restore the excavated work area to the condition existing before such Hazardous Materials were encountered. If, under applicable Environmental Laws, the excavated soils cannot be returned to the excavated work area, the Party shall remove and dispose of the excavated contaminated soil at no cost to the other Party in the manner required by applicable Environmental Law, but in no event shall such contaminated soil be redeposited on the Development Parcel or the District Parcel.

Section 10. Condition of the Development Parcel and the District Parcel; Billboard Alteration or Change; Billboard Tenant Ancillary Use(s). Repair and Restoration.

A. Condition. The Parties have made no representations or warranties of any kind or nature whatsoever, whether written or oral, concerning the suitability of their respective parcels for the easements contemplated herein. In entering into this Agreement, the Parties have relied solely upon such independent investigations of the condition of the Development Parcel or District Parcel, as the case may be, and as the Parties have deemed necessary or appropriate in its discretion, and neither Party has relied upon any statements, representations, or agreements of the other Party regarding the condition of the parcels. The easements granted over the parcels, have been granted in an AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS, and neither Party has agreed to undertake any improvements or other work to make the parcels suitable for the other Party's intended use. All costs, including any environmental costs, in implementing the City's and the District's easements granted herein, and the construction by the City in furtherance of the easements in favor of City and the District and Improvements shall not be the responsibility of the District or Billboard Tenant.

B. Future Billboard Alteration or Change. In the event the District, Billboard Tenant or any of Billboard Tenant's successors and assigns, or any future tenant of the District Parcel (subject to Section 24 hereof) desire to alter or change the billboard pole, the utility connections or any part or portion of the billboard structure to make it more desirable, in their sole discretion, the District, Billboard Tenant and any of the Billboard Tenant's successors and assigns, or any

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future tenant of the District Parcel (subject to Section 24 hereof), as the case may be, shall have the right, subject to obtaining a building permit or any other necessary governmental approvals applicable thereto, to make any such alteration or change within, upon and below only the area set forth on the attached Exhibit I (“Affected Area”). The District, Billboard Tenant and any of the Billboard Tenant’s successors and assigns, or any future tenant of the District Parcel (subject to Section 24 hereof), as the case may be, shall have the right to add any ancillary use to the billboard structure, including but not limited to routing necessary underground lines and telecommunication devices at its sole cost and expense (“Billboard Work”) provided, however, that any such Billboard Work shall (i) be limited to the Affected Area and (ii) to the extent, if at all, any such Billboard Work shall reduce the number of parking spaces on the District Parcel, then the District will cooperate with the City, or its successors or assigns, in executing any documents necessary to obtain a zoning variance or similar remedy therefor from such governmental body or agency having jurisdiction or authority over such matter provided, however, the District will not be obligated for any costs necessary to obtain such zoning variance or similar remedy with each Party to be responsible for its own attorney’s or third party fees and costs. Nothing set forth herein shall be interpreted to transfer, assign or otherwise grant to any third party any interest in or to the Billboard, which is and shall remain the property of the Billboard Tenant.

C. Repair and Restoration. Each Party shall promptly repair, at its sole cost, any damage to the other Party’s property arising from the use by that Party of an easement granted herein, normal wear and tear excepted.

Section 11. Notice. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

if to District:	<p>ROSEMONT PARK DISTRICT 6140 N. Scott St. Rosemont, IL 60018 Attn: Karen M. Stephens, Dir. of Parks & Recreation Email: kstephens@rosemontparkdistrict.com</p>
with a copy to:	<p>William J. Payne Attorney at Law 1100 W. Northwest Highway Suite 103 Mt. Prospect, Illinois 60056 Email: williamjpayne7@aol.com</p>

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if to Billboard Tenant: **OUTFRONT MEDIA LLC**
 1233 W. Monroe Street
 Chicago, IL 60607
 Attn: Mitch Matson
 Email: mitch.matson@outfrontmedia.com

with a copy to: **OUTFRONT MEDIA LLC**
 405 Lexington Avenue
 New York, NY 10174
 Attn: General Counsel
 Email: richard.sauer@outfrontmedia.com

if to City: **CITY OF DES PLAINES**
 1420 Miner St.
 Des Plaines, IL 60016
 Attn.: Michael Bartholomew, City Manager
 Email: mbartholomew@desplaines.org

with a copy to: **Holland & Knight LLP**
 131 South Dearborn, 30th Floor
 Chicago, Illinois 60603
 Attn: Stewart Weiss
 Email: stewart.weiss@hklaw.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section. If either Party assigns this Agreement or is succeeded by another entity with respect to its obligations under this Agreement, the Party will provide written notice of such assignment or succession via the methods described above, including addresses for the assigned or succeeding parties.

Section 12. Further Assurances. Each Party hereby represents that it shall not permit any liens or claims to be made against the other Party's property, with the exception of liens permitted as a remedy for default under Section 8.B of this Agreement, and each Party shall take all necessary action to discharge any and all liens, mechanics' lien claims, security agreements, and similar claims, and shall execute all such documents as may be reasonably necessary to protect and preserve the other Party's interest in such other Party's property.

Section 13. Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the District Parcel and the Development Parcel and shall be binding upon and inure to the benefit of the City, the District, Billboard Tenant, any future billboard tenants, and their respective successors and assigns. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law

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rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of any now living lawful descendants of any now living current or former President of the United States.

Section 14. Assignment of Rights. Each Party may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of any other Party, provided such assignment will include an assumption of the obligations herein by the assuming party and further provided that the assuming party has all rights necessary to perform such obligations, and provided notice, is provided to the other Parties of such assignment and assumption, which such notice shall include a copy of any assignment and assumption agreement.

Section 15. Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of the District, the City, Billboard Tenant (provided Billboard Tenant has not ceased being a party to this Agreement per Section 23 herein) or their respective successors and assigns.

Section 16. Survival. All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

Section 17. Entire Agreement; Integration; Counterparts. All understandings and agreements, whether written or oral, heretofore had between the Parties with respect to the easements granted hereby hereto are merged in this Agreement, which alone fully and completely expresses their agreement. The recitals set forth above are hereby incorporated as if fully rewritten. Neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may be signed in two or more counterparts, all of which taken together shall constitute a single agreement.

Section 18. Estoppel Certificate. At the request of any Party, the other Party or Parties, as the case may be, shall execute and deliver, within thirty (30) days, an estoppel certificate stating that to the best of the signatory's belief (i) this Agreement is in full force and effect, (ii) there is no default under this Agreement, or if there are any defaults, the extent and nature thereof, (iii) this Agreement has not been modified or amended in any way, or if it has been modified or amended, the date and content of any such modifications or amendments, and (iv) such other information as such requesting Party may reasonably request. The estoppel certificate may be relied upon by the Party to whom it is addressed and any other addressee thereof.

Section 19. Force Majeure. If the performance of any act or obligation under this Agreement is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military authorities or any other cause, whether similar to or dissimilar from the foregoing, not within the reasonable control of the person required to perform such act or obligation, then such person shall be excused from the performance of such act or obligation for so long as such person is so prevented or delayed by reason thereof. The provisions of this Section 19 shall not apply to any obligation hereunder (a)

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to provide an estoppel certificate as required under Section 18; (b) which may be performed through the lawful payment of money; (c) to insure and provide evidence thereof; or (d) to indemnify or defend the other party to the extent required by the terms of this Agreement. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the Party claiming such extension is sent to the other Party or Parties not more than fourteen (14) days after the commencement of such cause or such other period of time as may be reasonable given the circumstances of the notifying Party.

Section 20. Real Estate Taxes and Other Taxes. The City shall be responsible for any real estate taxes or any other taxes, including use or parking taxes, assessed against the District Parcel solely by Cook County or the City of Des Plaines or any other governmental agency (other than the Rosemont Park District) having jurisdiction or taxing authority over the District Parcel related to the City Public Ingress, Egress and Parking Easement and the City Utility Easement or any use of the District Parcel by the public or any fee owner of any the Development Parcel or any portion thereof and their respective tenants, contractors, agents, employees, guests, invitees, and customers of the Project.

Section 21. Termination of the City Public Ingress, Egress and Parking Easement and City Utility Easement. The City Public Ingress, Egress and Parking Easement and the City Utility Easement on the District Parcel shall terminate if no hotel is constructed and open for business on the Development Parcel within five (5) years of the date of this Agreement.

Section 22. No Temporary or Permanent Buildings, Structures, Obstructions or Improvements. Except for the Improvements as provided in Exhibit G to this Agreement, no temporary or permanent buildings, structures, obstructions or improvements of any kind shall be constructed, placed or erected by the City or its successors and assigns on the District Parcel.

Section 23. Billboard Tenant Cessation as Party. Notwithstanding anything herein to the contrary, Billboard Tenant shall cease to be a Party to this Agreement upon the termination of its leasehold interest in the District Parcel, which termination shall also terminate all easement rights granted to Billboard Tenant hereunder.

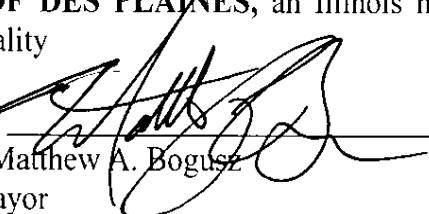
Section 24. District and Future Tenant of District Parcel Rights. Only in the event the Billboard Tenant or any of Billboard Tenant's successors and assigns no longer have a leasehold interest in the District Parcel, the District shall have the right to grant to a future tenant of the District Parcel all of the easements, rights and obligations granted herein for the construction, erecting, installation, repairs, replacement, operation, modification, upgrade, utilization, and maintenance of the billboard on the District Parcel and all other structures, equipment, fixtures and property necessary or convenient to the construction, operation, and maintenance of the billboard, including, without limitation, the utility facilities servicing the billboard.

[SIGNATURE PAGE FOLLOWS]

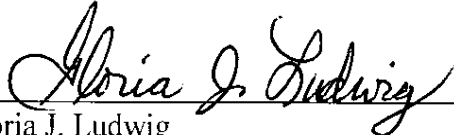
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IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute same.

CITY OF DES PLAINES, an Illinois home rule municipality

By: 
Name: Matthew A. Bogusz
Title: Mayor

ATTEST:

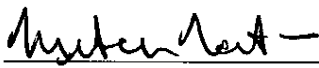
By: 
Name: Gloria J. Ludwig
Title: City Clerk

ROSEMONT PARK DISTRICT, an Illinois park district

By: _____
Name: Richard V. Drehobl
Title: President, Board of Commissioners

Attest:
By: _____
Name:
Title:

OUTFRONT MEDIA, LLC, a Delaware limited liability company

By: 
Name: MITCH MATSON
Title: VICE PRESIDENT REAL ESTATE

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 22nd day of November, 2016 by Matthew Bogusz, the Mayor of the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation, and by Gloria J. Ludwig, the City Clerk of said municipal corporation.

Laura K Fast
Signature of Notary



SEAL
My Commission expires: 6/8/2020

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

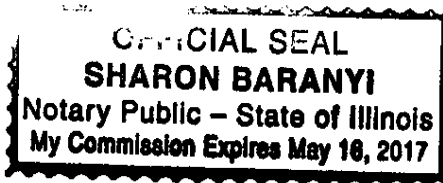
The foregoing instrument was acknowledged before me on this _____ day of _____, 2016 by _____ the _____ of **ROSEMONT PARK DISTRICT**, an Illinois park district.

Signature of Notary

SEAL
My Commission expires:

The foregoing instrument was acknowledged before me on this 16th day of September, 2016 by Mitch Matson the Vice President Real Estate of **OUTFRONT MEDIA, LLC**, a Delaware limited liability company.

Sharon Baranyi
Signature of Notary



SEAL
My Commission expires: 5/16/2017

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IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute same.

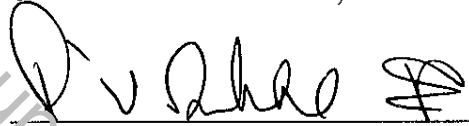
CITY OF DES PLAINES, an Illinois home rule municipality

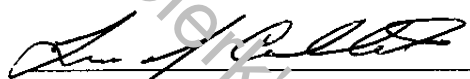
By: _____
Name: Matthew A. Bogusz
Title: Mayor

ATTEST:

By: _____
Name: Gloria J. Ludwig
Title: City Clerk

ROSEMONT PARK DISTRICT, an Illinois park district

By:  _____
Name: Richard V. Drehobl
Title: President, Board of Commissioners

Attest:
By:  _____
Name: LAWRENCE J. SCULLERTON
Title: SECRETARY, BOARD OF COMMISSIONERS

OUTFRONT MEDIA, LLC, an Illinois limited liability company
Delaware

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2016 by Matthew Bogusz, the Mayor of the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation, and by Gloria J. Ludwig, the City Clerk of said municipal corporation.

 Signature of Notary

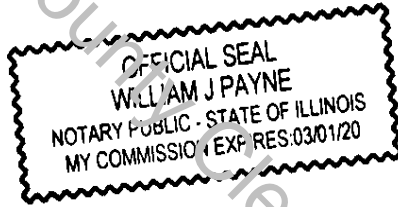
SEAL
 My Commission expires:

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this 19th day of SEPTEMBER, 2016 by RICHARD V. DREHBE, the PRESIDENT of ROSEMONT PARK DISTRICT, an Illinois park district.

W. Payne
 Signature of Notary

SEAL
 My Commission expires:



The foregoing instrument was acknowledged before me on this _____ day of _____, 2016 by _____ the _____ of OUTFRONT MEDIA, LLC, an ~~Illinois~~ Delaware limited liability company.

 Signature of Notary

SEAL
 My Commission expires:

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EXHIBIT A P.I.N.s

P.I.N. Nos.

- 09-33-305-002
- 09-33-305-005
- 09-33-305-006
- 09-33-305-009
- 09-33-305-010
- 09-33-305-013
- 09-33-305-014
- 09-33-309-001
- 09-33-309-002
- 09-33-309-003
- 09-33-309-004
- 09-33-309-005
- 09-33-309-010
- 09-33-500-005

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

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EXHIBIT G

DISTRICT PARCEL IMPROVEMENTS

1. Install drive aisles, pavement, curb & gutter, concrete surface at base of billboard post, landscaping, etc. as shown on Exhibit H.
2. Adjust the Utility Boxes/Meters that are mounted on the pole to account for the change in grade as shown on Exhibit H.
3. Adjust overhead wire and/or bury the overhead wire to provide adequate clearance both during and after construction as shown on Exhibit H.
4. Provide access to Higgins via interior drive aisles and Orchard Place (easements to be granted).
5. Provide access to Mannheim via interior drive aisles (easements to be granted).
6. Install an underground 10" public water main as shown on Exhibit H.
7. Install underground 'dry utilities' (electric, telephone, CATV, etc.) as shown on Exhibit H.
8. Modify the grading of the parcel to account for the proposed adjacent development activities and to get the ground to drain to the adjacent areas as shown on Exhibit H.

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OVERSIZE EXHIBIT

Property of Cook County Clerk's Office

FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING

19 pgs
2 x 11 = 22

41 118-

R1570